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**AGENDA**  
**OMAK CITY COUNCIL MEETING**  
**Monday, September 16, 2019 – 7:00 PM**

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**ORIGINAL**

**A. CALL TO ORDER**

**B. FLAG SALUTE**

**C. CITIZEN COMMENTS**

**D. CORRESPONDENCE AND MAYOR'S REPORT**




**E. CONSENT AGENDA:**

1. Approval of minutes from September 5, 2019
2. Approval of Claims

**F. OLD BUSINESS:**

1. Ord. 1878 – 2<sup>nd</sup> Read – Amend 2019 Budget – Airport Fund 

**G. NEW BUSINESS:**

1. Res. 62-2019 – Approve Purchase of New Truck Chassis and Attachments 
2. Res. 63-2019 – Approve Purchas of Asphalt/Sandbox Attachment 
3. Res. 64-2019 - Agreement for Plan Review Services – BHC Consultants 
4. Ord. 1879 – 1<sup>st</sup> Read – Amend 2019 Budget – Plan Check Services

**H. OTHER BUSINESS:**

1. Council Committee Reports
2. Staff Reports

 **Action by City Council**

## MEMORANDUM

To: Omak City Council  
Mayor Cindy Gagné

From: Todd McDaniel  
City Administrator

Date: September 3, 2019

Subject: Ordinance No 1878- Budget Amendment Airport Fund

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The Attached Ordinance 1878, An Ordinance Amending the 2019 Budget for The City of Omak By Recognizing Additional Revenues and Appropriating Additional Expenditures for the Airport Water Project, is forwarded for your consideration.

This budget amendment recognizes revenue and appropriates off-setting expenditures in the amount of \$350,000.00 for the Airport Water Project. This is only a portion of the \$1.6M project that is planned. The DNR has pledged \$1.3M for this project and we expect \$300K from a State direct appropriation. Funding for the balance of this project will be included in the 2020 budget year.

I approve and recommend the passage of this ordinance.

**ORDINANCE NO. 1878**

**AN ORDINANCE AMENDING THE 2019 BUDGET FOR THE CITY OF OMAK BY  
RECOGNIZING ADDITIONAL REVENUES AND APPROPRIATING ADDITIONAL  
EXPENDITURE FOR THE AIRPORT WATER PROJECT**

**WHEREAS**, the City of Omak adopted the 2019 Budget by passage of Ordinance No. 1871 on December 3, 2018; and

**WHEREAS**, the City of Omak and the Washington State Department of Natural Resources have entered into an agreement for Airport Water System Improvements, by Resolution 55-2019; and

**WHEREAS**, expenditures for the Airport Water Improvements will be reimbursable by the Department of Natural Resources, and

**WHEREAS**, said expenditures are not one of the emergencies specifically enumerated in RCW 35A.33.080; and

**WHEREAS**, the City of Omak is desirous of amending its budget pursuant to RCW 35A.33.090.

**THE CITY COUNCIL OF THE CITY OF OMAK DO ORDAIN AS FOLLOWS:**

**Section 1.** Ordinance No. 1871 adopting the 2019 Budget, shall be amended to include changes to the budget as shown in Attachment 'A' of this ordinance.

**Section 2.** This ordinance shall become effective from and after the date of its passage by Council by a vote of one more than the majority of all Councilmembers, approval by the Mayor and publication as required by law.

**PASSED** by the City Council of the City of Omak, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

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**ATTEST:**

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Connie Thomas, City Clerk

**APPROVED AS TO FORM:**

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Michael Howe, City Attorney

Filed with City Clerk: \_\_\_\_\_

Passed by City Council:

1<sup>ST</sup> Reading \_\_\_\_\_

2<sup>nd</sup> Reading \_\_\_\_\_

Date Published: \_\_\_\_\_

Date Effective: \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 2019, the City Council of the City of Omak  
passed Ordinance No. 1878

DATED this \_\_\_\_ day of \_\_\_\_\_ 2019.

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Connie Thomas, City Clerk



**2019 BUDGET AMENDMENT ORDINANCE NO. 1878 ATTACHMENT 'A'**

<b>Description</b>	<b>2019 Budget</b>	<b>Revenue</b>	<b>Expenditure</b>	<b>Revised Budget</b>
<b>(Airport Fund #406)</b>				
Airport Water Improvements DNR 406.344.60.20.00	\$ 0.00	\$350,000.00		\$350,000.00
DNR Airport Water Improvements 406.594.46.63.07	\$ 0.00		\$350,000.00	\$350,000.00
Total Expenditures	\$1,022,718.00		\$350,000.00	\$1,372,718.00
Airport Fund Total	\$1,064,355.53	\$350,000.00		\$1,414,355.53

**Airport Fund: 406**

This Ordinance appropriates an additional \$350,000.00 expenditure in the Airport Fund for water improvements and recognizes \$350,000.00 of revenue that will be reimbursed to the City from the Department of Natural Resources for the water improvement project.

# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Ken Mears  
Public Works Director

Date: September 16th, 2019

Subject: **Resolution No. 62-2019** Approving the Purchase of a New Truck.

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The attached Resolution: **62-2019: A RESOLUTION OF THE OMAK CITY COUNCIL, APPROVING THE PURCHASE OF A NEW TRUCK CHASSIS AND ATTACHMENTS,** is forwarded for your consideration.

The purchase of this new truck chassis and attachments is an effort from the equipment rental department working toward not only a replacement of the plow truck but a consolidation of three trucks. This will save maintenance cost for the trucks by the elimination of two other chassis. Less cost for things like tires, oil changes, and insurance to name a few. The purchase is through Gordon Truck Centers, Inc. through the Washington State procurement cooperative.

Although not all of the three trucks are due for replacement in 2019, they are within two years of each other and additional time is needed for the vendor to start the build process. We anticipate the purchase either at the end of 2019 or beginning of 2020 to be completed and wish to bring this to council attention.

I support this Resolution and recommend its approval.

**RESOLUTION NO. 62-2019**

**A RESOLUTION OF THE OMAK CITY COUNCIL, APPROVING THE  
PURCHASE OF A NEW TRUCK CHASSIS AND ATTACHMENTS.**

**WHEREAS**, Public works has identified the need to replace a dump/plow truck, sand truck, and patch truck; and

**WHEREAS**, a single chassis and the necessary attachments has been selected to replace these three trucks; and

**WHEREAS**, the Equipment Rental Fund has been adequately funded for the replacement purchase and consolidation of these vehicles; and

**WHEREAS**, the chassis, dump bed and plow are available for purchase through the Washington State Cooperative Purchasing Program; and

**WHEREAS**, Gordon Truck Center, a bona fide state purchasing vendor, has provide a quote for the needed equipment in the amount of \$184,942.56.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Omak that the purchase of a new chassis and attachments from Gordon Truck Centers, Inc., a copy of the quote attached hereto as exhibit "A", is hereby approved.

**INTRODUCED AND APPROVED** by the City Council of the City of Omak this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

\_\_\_\_\_  
Connie Thomas, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael D. Howe, City Attorney



# EXHIBIT A



GORDON TRUCK CENTERS DEALER FAMILY

Spokane, WA     888-744-0390    
  Yakima, WA     800-378-9478    
  Hermiston, OR     800-843-1195    
  La Grande, OR     800-843-1195

## VEHICLE PURCHASE AGREEMENT

TOLL FREE ALL STORES 800-523-8014

Buyer's Name <u>CITY OF OMAK</u>	Order Date <u>6 / 13 / 2019</u>
Address <u>2 ASH STREET NORTH</u>	Estimated Delivery Date <u>11 / 30 / 2019</u>
City <u>OMAK</u> State <u>WASH</u> Zip <u>98841</u>	Salesman <u>LARRY PARROTT</u>
Business Phone (509) 826-9216 Cell Phone _____	Customer Email <u>er@omakcity.com</u>

Quantity Ordered	<u>1</u>
Base Price Per Unit	\$ <u>84,474.97</u>
Federal Excise Tax Per Unit	\$ <u>0.00</u>
Subtotal Price Per Unit	\$ <u>84,474.97</u>
Additional Description	
<u>STATE OF WASH. ITEM # 4,6,9,10,12,13,31,32,36,43, 46, 47, and 53.</u>	
<u>POWER WINDOWS, POWER DOOR LOCKS, SET BACK AXLE, DEDUCT STATE RADIO, EXTERIOR SUN VISOR, CLOTH SEATS, FOUR EXTRA SWITCHES, INTEGRAL FRONT FRAME, BATTERY SWITCH, 18,000 FT. AXLE</u>	
Additional Items (Not included in base price)	
<u>23,000 LBS. REAR SUSPENSION</u>	\$ _____
<u>AUTO NEUTRAL</u>	\$ _____
<u>TOTAL STATE OPTIONS</u>	\$ <u>2,338.00</u>
<u>ADMINISTRATION FEE</u>	\$ <u>659.78</u>
<u>TITLE / TRANSFER FEE</u>	\$ _____
<u>3 DAY TRIP / FUEL PERMIT</u>	\$ _____
Subtotal:	\$ <u>87,472.75</u>
Sales Tax Rate: <u>9.10</u> %	\$ <u>7,899.98</u>
Deposit: \$ _____	
Less: Cash Down Payment	\$ <u>0.00</u>
Less: Net Trade-in Allowed	\$ <u>0.00</u>
Unpaid Balance (DUE ON DELIVERY)	\$ <u>95,372.73</u>

Stock Number <u>PENDING 65</u>	New <input checked="" type="checkbox"/>	Used <input type="checkbox"/>
VIN Number <u>PENDING</u>		
Year <u>2020</u>	Color <u>WHITE</u>	
Make <u>FREIGHTLINER</u>		
Model <u>108SD DUMP / PLOW CHASSIS</u>		
Tractor/ Truck/ Trailer <u>TRUCK</u>		

### TRADE-IN: CONDITION REPORT REQUIRED

Year _____	Make _____	Model _____
Body Type _____	Color _____	
VIN No. _____		
Loan Balance Owed to: _____		
Address _____		
City _____	State _____	Zip _____
Trade Allowance \$ _____		
Balance Owing \$ _____	Equity \$ <u>0.00</u>	

**EXCLUSION OF WARRANTIES:** Any warranties on the products sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that Gordon Truck Centers Inc. makes no warranties of any kind, express or implied, and disclaims all warranties including warranties of merchantability or fitness for a particular purpose, with regard to the products purchased; and that in no event shall Gordon Truck Centers Inc. be liable for incidental or consequential damages or commercial losses arising out of such purchase. This disclaimer does not affect the manufacturer's warranties, if any on this purchase. Tax, title and license are the purchaser's responsibility.

Purchaser agrees that the VEHICLE PURCHASE AGREEMENT (VPA) includes all of the terms and conditions, that this VPA cancels and supersedes any prior VPA and as of the date hereof comprises an exclusive statement of the terms of this agreement relating to the subject matter covered hereby. **THIS AGREEMENT SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER** as evidenced below. Purchaser by their execution of this agreement acknowledges they have read and accepted its terms and conditions and has received a true copy of this agreement.

### Purchaser's Acceptance

Purchaser's Name (Please Print) CITY OF OMAK  
 Name of Authorized Representative \_\_\_\_\_  
 Title of Authorized Representative \_\_\_\_\_  
 Signature of Authorized Representative X \_\_\_\_\_  
 Date \_\_\_\_\_ X \_\_\_\_\_

### Gordon Truck Centers, Inc

Accepted This Date By:

X \_\_\_\_\_  
 Date \_\_\_\_\_





GORDON TRUCK CENTERS DEALER FAMILY

Spokane, WA  
888-744-0390

Yakima, WA  
800-378-9478

Hermiston, OR  
800-843-1195

La Grande, OR  
800-843-1195

**VEHICLE PURCHASE AGREEMENT**

**TOLL FREE ALL STORES 800-523-8014**

Buyer's Name <u>CITY OF OMAK</u>	Order Date <u>7 / 11 / 2019</u>
Address <u>2 ASH STREET NORTH</u>	Estimated Delivery Date <u>11 / 30 / 2019</u>
City <u>OMAK</u> State <u>WASH</u> Zip <u>98841</u>	Salesman <u>LARRY PARROTT</u>
Business Phone (509) 826-9216 Cell Phone _____	Customer Email <u>er@omakcity.com</u>

Quantity Ordered	<u>1</u>
Base Price Per Unit	\$ <u>77,634.00</u>
Federal Excise Tax Per Unit	\$ <u>0.00</u>
Subtotal Price Per Unit	\$ <u>77,634.00</u>
Additional Description	_____
_____	_____
_____	_____
_____	_____
_____	_____
Additional Items ( Not included in base price )	_____
_____	\$ _____
_____	\$ _____
_____	\$ _____
STATE OF WASHINGTON FEE	\$ _____
ADMINISTRATION FEE	\$ <u>1,164.51</u>
TITLE / TRANSFER FEE	\$ _____
3 DAY TRIP / FUEL PERMIT	\$ _____
Subtotal:	\$ <u>78,798.51</u>
Sales Tax Rate: <u>9.10</u> %	\$ <u>7,064.69</u>
Deposit: \$ _____	
Less: Cash Down Payment	\$ <u>0.00</u>
Less: Net Trade-in Allowed	\$ <u>0.00</u>
Unpaid Balance ( DUE ON DELIVERY )	\$ <u>85,863.20</u>

Stock Number _____	New <input checked="" type="checkbox"/>
	Used <input type="checkbox"/>
VIN Number _____	
Year <u>2019</u>	Color <u>WHITE</u>
Make <u>BEAU ROC DUMP BODY - VIKING PLOW</u>	
Model <u>MODEL # 12 DUMP BOX - MW41R11 PLOW</u>	
Tractor/ Truck/ Trailer <u>DUMP BODY - SNOWPLOW</u>	

**TRADE-IN: CONDITION REPORT REQUIRED**

Year _____	Make _____	Model _____
Body Type _____	Color _____	
VIN No. _____		
Loan Balance Owed to: _____		
Address _____		
City _____	State _____	Zip _____
Trade Allowance \$ _____		
Balance Owing \$ _____	Equity \$ <u>0.00</u>	

**EXCLUSION OF WARRANTIES:** Any warranties on the products sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that Gordon Truck Centers Inc. makes no warranties of any kind, express or implied, and disclaims all warranties including warranties of merchantability or fitness for a particular purpose, with regard to the products purchased; and that in no event shall Gordon Truck Centers Inc. be liable for incidental or consequential damages or commercial losses arising out of such purchase. This disclaimer does not affect the manufacturer's warranties, if any on this purchase. Tax, title and license are the purchaser's responsibility.

Purchaser agrees that the VEHICLE PURCHASE AGREEMENT (VPA) includes all of the terms and conditions, that this VPA cancels and supersedes any prior VPA and as of the date hereof comprises an exclusive statement of the terms of this agreement relating to the subject matter covered hereby. **THIS AGREEMENT SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER** as evidenced below. Purchaser by their execution of this agreement acknowledges they have read and accepted its terms and conditions and has received a true copy of this agreement.

**Purchaser's Acceptance**

Purchaser's Name ( Please Print ) CITY OF OMAK

Name of Authorized Representative \_\_\_\_\_

Title of Authorized Representative \_\_\_\_\_

Signature of Authorized Representative X \_\_\_\_\_

Date \_\_\_\_\_ X \_\_\_\_\_

**Gordon Truck Centers, Inc**

Accepted This Date By:

X \_\_\_\_\_

Date \_\_\_\_\_



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**VEHICLE PURCHASE AGREEMENT**

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Address <u>2 ASH STREET NORTH</u>	Estimated Delivery Date <u>11 / 30 / 2019</u>
City <u>OMAK</u> State <u>WASH</u> Zip <u>98841</u>	Salesman <u>LARRY PARROTT</u>
Business Phone (509) 826-9216 Cell Phone _____	Customer Email <u>er@omakcity.com</u>

Quantity Ordered	<u>1</u>
Base Price Per Unit	\$ <u>0.00</u>
Federal Excise Tax Per Unit	\$ <u>0.00</u>
Subtotal Price Per Unit	\$ <u>0.00</u>
Additional Description	_____
_____	_____
_____	_____
_____	_____
_____	_____

Stock Number <u>PENDING 65</u>	New <input checked="" type="checkbox"/>
VIN Number <u>PENDING</u>	Used <input type="checkbox"/>
Year <u>2020</u>	Color <u>WHITE</u>
Make <u>FREIGHTLINER</u>	
Model <u>108SD DUMP / PLOW CHASSIS</u>	
Tractor/ Truck/ Trailer <u>TRUCK OPTIONS</u>	

Additional Items ( Not included in base price )	
<u>CUMMINS ENGINE C-BRAKE</u>	\$ <u>2,167.50</u>
<u>REAR DIFF. LOCKUP</u>	\$ <u>623.90</u>
<u>ADMINISTRATION FEE</u>	\$ <u>21.21</u>
<u>TITLE / TRANSFER FEE</u>	\$ _____
<u>3 DAY TRIP / FUEL PERMIT</u>	\$ _____
Subtotal:	\$ <u>2,812.61</u>
Sales Tax Rate: <u>9.10</u> %	\$ <u>254.02</u>
Deposit: \$ _____	
Less: Cash Down Payment	\$ <u>0.00</u>
Less: Net Trade-in Allowed	\$ <u>0.00</u>
Unpaid Balance ( DUE ON DELIVERY )	\$ <u>3,066.63</u>

**TRADE-IN: CONDITION REPORT REQUIRED**

Year _____	Make _____	Model _____
Body Type _____	Color _____	
VIN No. _____		
Loan Balance Owed to: _____		
Address _____		
City _____	State _____	Zip _____
Trade Allowance \$ _____		
Balance Owing \$ _____	Equity \$ <u>0.00</u>	

**EXCLUSION OF WARRANTIES:** Any warranties on the products sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that Gordon Truck Centers Inc. makes no warranties of any kind, express or implied, and disclaims all warranties including warranties of merchantability or fitness for a particular purpose, with regard to the products purchased; and that in no event shall Gordon Truck Centers Inc. be liable for incidental or consequential damages or commercial losses arising out of such purchase. This disclaimer does not affect the manufacturer's warranties, if any on this purchase. Tax, title and license are the purchaser's responsibility.

Purchaser agrees that the VEHICLE PURCHASE AGREEMENT (VPA) includes all of the terms and conditions, that this VPA cancels and supersedes any prior VPA and as of the date hereof comprises an exclusive statement of the terms of this agreement relating to the subject matter covered hereby. **THIS AGREEMENT SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER as evidenced below.** Purchaser by their execution of this agreement acknowledges they have read and accepted its terms and conditions and has received a true copy of this agreement.

**Purchaser's Acceptance**

Purchaser's Name ( Please Print ) CITY OF OMAK  
 Name of Authorized Representative \_\_\_\_\_  
 Title of Authorized Representative \_\_\_\_\_  
 Signature of Authorized Representative X \_\_\_\_\_  
 Date \_\_\_\_\_ X \_\_\_\_\_

**Gordon Truck Centers, Inc**  
 Accepted This Date By:  
 X \_\_\_\_\_  
 Date \_\_\_\_\_

Tail gate little door  
 #320



New truck



# MEMORANDUM

To: Omak City Council  
Cindy Gagné, Mayor

From: Ken Mears  
Public Works Director

Date: September 16th, 2019

Subject: Resolution No. 63-2019 Approving the purchase of an Asphalt/Sandbox Attachment.

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The attached Resolution: **63-2019: A RESOLUTION OF THE OMAK CITY COUNCIL, APPROVING THE PURCHASE OF ASPHALT/SANDBOX ATTACHMENT,** is forwarded for your consideration.

The Asphalt/Sandbox is an additional attachment for the truck purchase in Resolution 62-2019. This new truck attachment will allow the elimination of two other chassis, Asphalt truck, and the Sander. The purchase in through Thermo-Lay Manufacturing LLC through the (HGAC) cooperative purchasing program which is why it is separate.

I support this Resolution and recommend its approval.



**RESOLUTION NO. 63-2019**

**A RESOLUTION OF THE OMAK CITY COUNCIL, APPROVING THE  
PURCHASE OF ASPHALT/ SAND BOX ATTACHMENT.**

**WHEREAS**, RCW 39.34. provides for the use of cooperative purchasing programs for the procurement of goods and services; and

**WHEREAS**, the City joined the Huston-Galveston Area Council (HGAC) cooperate purchasing group by resolution 55-2016; and

**WHEREAS**, public works has the need for a slip in asphalt/sand box for the replacement and consolidation of outdated equipment; and

**WHEREAS**, the asphalt/sand box is available for purchase through the HGAC Cooperative Purchasing program; and

**WHEREAS**, Thermo-Lay Manufacturing LLC, a bona fide HGAC purchasing vendor, has provide a quote for the needed equipment in the amount of \$48,938.86.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Omak that the purchase of an asphalt/sand box, from Thermo-Lay Manufacturing LLC., a copy of the quote attached hereto as exhibit "A" is hereby approved.

**INTRODUCED AND APPROVED** by the City Council of the City of Omak this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

\_\_\_\_\_  
Connie Thomas, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael D. Howe, City Attorney

# MEMORANDUM

To: Cindy Gagné, Mayor  
Omak City Council

From: Todd McDaniel

Date: September 17, 2019

Subject: Resolution 64-2019 Agreement for Plan Review Services

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**The Attached Resolution 64-2019, Approving an Agreement Between the City of Omak and BHC Consultants for building plan review and inspection services, is forwarded for your consideration.**

With the Recent transition in the Building Department we are running a little behind. We have a set of large plans that we have been sitting on and need to get approved. We determined it would be best to farm these out to a private reviewing firm to ensure timely approval.

I reached out to two firms that were willing to help us with this review. BHC is best positioned to help us with our needs. They will provide review services and can provided inspection services. We do not expect the need for inspection services, but considering the recent events, I wanted to make sure we could cover our obligations if the County gets too busy.

Moving forward we expect one other large project that would need to be reviewed. BHC charges 65% of our review fees for their services. Cost for these services were not included in the 2019 budget. A budget amendment will follow to appropriate the needed expenditure. Estimated cost \$20k through EOY.

I support this resolution

**RESOLUTION NO. 64-2019**

**A RESOLUTION OF THE OMAK CITY COUNCIL, APPROVING AN AGREEMENT BETWEEN THE CITY OF OMAK AND BHC CONSULTANTS FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES**

**WHEREAS**, the City of Omak has the need for plan review and complex inspection services; and

**WHEREAS**, the City Administrator requested and reviewed Statements of Qualifications from two firms that could assist us in our service needs; and

**WHEREAS**, BHC Consultants was selected as the most qualified firm to provide our professional service needs; and

**WHEREAS**, a mutual agreement has been prepared that adequately defines the scope, cost, and responsibilities.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Omak that the Agreement between the City of Omak and BHC Consultants, a copy of which is attached hereto as "Exhibit A", for Building Plan Review and Inspection Services, is approved.

**INTRODUCED AND APPROVED** by the City Council of the City of Omak this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

\_\_\_\_\_  
Connie Thomas, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael D. Howe, City Attorney



# EXHIBIT A

## SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between City of Omak, a political subdivision of the State of Washington ("City"), and BHC Consultants ("Consultant").

WHEREAS, the City desires to retain a consultant to provide the following services: On-Call commercial and residential plan review and inspection services;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the parties do hereby promise, covenant and agree as follows:

1. Scope of Services. Consultant shall perform the services as described and set forth in Appendix A. In performing these services, Consultant shall at all times comply with all federal, state and City laws and regulations applicable to the performance of such services. In addition, Consultant shall perform these services and all duties incidental or necessary therefore in a diligent, professional manner in accordance with current standards of conduct and performance in the trade or profession.

2. Compensation.

a. Services will be paid pursuant to the fee and cost schedule set forth in Appendix B. Total payment for services, including all fees and reimbursable expenses shall not exceed \$ 20,000, unless such amount is modified by written mutual agreement of the parties pursuant to the modification provisions of Section 17 of this Agreement. No expenses for equipment or supplies are reimbursable.

b. The City shall pay Consultant for services rendered after receipt of an invoice, except as to any disputed amounts. Consultant shall submit itemized invoices in a form and to a level of detail satisfactory to the City Clerk.

c. The City shall have thirty (30) days of receipt of an invoice to object in writing to any or all billed amounts. If no objection is made, payments will be processed promptly by the City.

d. Invoices shall be sent to the City via U.S. first class mail, postage prepaid, to the attention of the individual and to the address set forth in Section 12 of this Agreement.



**3. Term.** The term of this Agreement shall commence upon final execution of this Agreement by the parties and shall continue until terminated by either the City or Consultant as hereafter provided. There is no guaranteed length of this Agreement. Consultant is an "at will" consultant and this Agreement may be terminated by the City without cause as provided herein.

**4. Termination.**

a. The City shall have the right to terminate this Agreement at any time, with or without cause by giving thirty (30) days written notice to Consultant. In the event of such termination, all finished or unfinished records, files, drawings, specifications, data, information, materials, reports, memoranda and other documents prepared by Consultant pursuant to this Agreement shall be submitted to the City.

b. In the event this Agreement is terminated by the City, the City shall pay Consultant for satisfactory services performed through the date of termination in accordance with the provisions of Section 2 of this Agreement, less all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due Consultant. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance and in writing by the City.

c. Consultant shall have the right to terminate this Agreement with not less than thirty (30) days written notice to the City.

d. The City may immediately terminate this Agreement for good cause, at any time, on written notice of such immediate termination given to Consultant. Cause for immediate termination shall include, but not be limited to, Consultant's failure, neglect or refusal to carry out Consultant's duties properly, professionally or in a workmanlike manner; breach of any provision of this Agreement; action or failure to act by Consultant which tends to degrade Consultant in society by contempt, scandal or ridicule; action or failure to act by Consultant which reflects unfavorably upon the City, its offices and departments, elected or appointed officials, officers, employees, or agents; and/or Consultant's failure to conduct himself with due regard for social conventions, public morals and decency.

**5. Work Product and Documents.**

a. All records, files, drawings, specifications, data, information, materials, reports, memoranda and other documents produced or prepared by Consultant in connection with the services rendered under this Agreement, whether finished or not, shall be the property of the City. All such documents, products and materials shall be forwarded to the City upon its request and may be used by the City as it sees fit. Consultant shall be responsible for the accuracy of the documents, products and materials, even though accepted by the City.

b. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without prior written

consent of the City. Any information relating to the services will not be released without the prior written permission of the City.

c. Consultant shall preserve the confidentiality of all City documents and data accessed for use in Consultant's work product.

#### 6. Maintenance/Inspection of Records.

a. The parties agree that this Agreement and all documents, files and records related to the performance of the Agreement are, with limited exception, public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW. Further, in the event of a public records request to the City, the City may provide Consultant with a copy of the records request and Consultant shall provide copies of any City records in Consultant's possession, necessary to fulfill that public records request. If the request requires production of a large number of records, Consultant will provide the City with an estimate of reasonable time needed to fulfill the records request.

b. Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. Consultant shall preserve and make available all such books of account and records for a period of six (6) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, Consultant shall provide the City with appropriate clarification and for financial adjustments within thirty (30) calendar days of notification of the discrepancy.

#### 7. Independent Contractor.

a. Consultant is retained by the City only for the purposes and to the extent set forth in this Agreement. Consultant and the City understand and expressly agree that Consultant (including its representatives, employees, workers and agents) is an independent contractor in the performance of each and every part of this Agreement. Consultant expressly represents, warrants and agrees that its status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. Consultant, not the City, shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, Consultant shall have no obligation to work any particular hours or particular schedule and shall retain the right to designate the means of performing the services covered by this Agreement, and Consultant shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by Consultant is to be paid by it alone, and that employing such workers, it is acting individually and not as an agent of the City.



b. Consultant (including its representatives, employees, workers and agents) shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

c. Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, Consultant shall pay the same before it becomes due.

d. Notwithstanding Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the scope of services set forth in Section 1 of this Agreement and City requirements.

#### 8. Indemnification.

a. Consultant shall defend, indemnify, and hold harmless the City and its offices and departments, elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims, injuries, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the negligent acts, errors or omissions of Consultant, its representatives, employees, agents, workers, independent and sub-contractors, invitees or licensees in connection with the performance of this Agreement. This indemnification obligation of Consultant shall not be limited in any way by the Washington State Industrial Insurance Act, Title 51 RCW, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and Consultant hereby expressly waives any immunity afforded by such acts. Nothing herein shall be deemed to constitute a waiver by the City of its immunity pursuant to Title 51 RCW. The foregoing indemnification obligations of Consultant are a material inducement to the City to enter into this Agreement, are reflected in Consultant's compensation, and has been negotiated by the parties.

b. The City reserves the right, but not the obligation, to participate in the defense of any claims, damages, losses or expenses and such participation shall not constitute a waiver of Consultant's indemnity obligations under this Agreement.

c. Consultant agrees that Consultant's indemnity obligations set forth herein shall survive the completion, expiration or termination of this Agreement.

#### 9. Insurance.

a. Insurance Required. Consultant shall, at its own expense, obtain and continuously maintain the insurance coverage set forth below during the term of this Agreement and any extensions or renewals. All insurers providing such insurance must be acceptable to the City, and shall be licensed to do business in the State of Washington and approved by the Washington State Insurance Commissioner pursuant to Title 48 RCW. Coverage limits shall be the minimum limits identified in this Agreement, or the coverage limits provided or available

under the policies maintained by Consultant without regard to this Agreement, whichever are greater.

1. *General Commercial Liability.* Coverage shall include personal injury, bodily injury and property damage for premises, operations, stop-gap, employer, independent contractors, advertising, personal, and contractual liability. Minimum insurance limits: \$1,000,000 combined single limit per occurrence; \$2,000,000 policy aggregate.

2. *Automobile Liability.* Coverage shall include liability for any and all owned, non-owned and hired motor vehicles. Coverage may be satisfied by way of endorsement to the General Commercial Liability policy. Minimum insurance limits: \$2,000,000 combined single limit per accident for bodily injury and property damage.

3. *Professional Liability/Errors and Omissions Liability.* Minimum insurance limits: \$2,000,000 each occurrence; \$2,000,000 policy aggregate.

b. Occurrence Based Coverage. All insurance policies shall provide coverage on an occurrence basis.

c. Primary, Non-Contributory Insurance. All Consultant's insurance policies and additional named insured endorsements shall provide primary insurance coverage and be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the City shall be excess and not contributory to such insurance policies. All Consultant's liability insurance policies must be endorsed to show this primary coverage.

d. Review of Policy Provisions. Upon request, Consultant shall provide a full and complete certified copy of all requested insurance policies to the City. The City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Agreement. Additionally, the City reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington. Any stop loss provisions, and/or exclusions contained in such policies must be approved by the City in writing.

e. Waiver of Subrogation. Consultant hereby agrees to waive subrogation with respect to each insurance policy maintained under this Agreement. When required by an insurer, or if a policy condition does not permit Consultant to enter into a pre-loss agreement to waive subrogation without an endorsement, then Consultant agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should Consultant enter into such a waiver of subrogation on a pre-loss basis.

f. Additional Insureds. The City, its offices and departments, elected and appointed officials, officers, employees, agents and volunteers shall be named as additional insureds on Consultant's insurance policies by way of endorsement for the full available limits of insurance maintained by Consultant, and all coverage shall be primary and non-contributory. A



statement of additional insured status on a Certificate of Insurance shall not satisfy these requirements.

g. Endorsements and Certificates of Insurance. Consultant shall, for each required insurance policy, provide a Certificate of Insurance, with endorsements attached, evidencing all required coverages, limits, deductibles, self-insured retentions and endorsements and which is conditioned upon the City receiving thirty (30) days prior written notice of reduction in coverages, cancellation or non-renewal. Each Certificate of Insurance and all insurance notices shall be provided to the City within fourteen (14) days of the execution of this Agreement.

h. No Limitation on Liability. The insurance maintained under this Agreement shall not in any manner limit or qualify the liabilities or obligations of Consultant under this Agreement. All insurance policy deductibles and self-insured retentions for policies maintained under this Agreement shall be paid by Consultant.

i. Payment Conditioned on Insurance. Compensation and/or payments due to Consultant under this Agreement are expressly conditioned upon Consultant's strict compliance with all insurance requirements. Payment to Consultant shall be suspended in the event of non-compliance. Upon receipt of evidence of Consultant's compliance, payments not otherwise subject to withholding or set-off will be released to Consultant.

j. Failure to Maintain Insurance. Failure on the part of Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) days' notice to Consultant to correct the breach, immediately terminate this Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due Consultant from the City.

k. Worker's Compensation. Consultant shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, Title 51 RCW, for all Consultant's representatives, employees, agents, workers and volunteers eligible for such coverage under the Industrial Insurance Act.

**10. Nondiscrimination.** Consultant agrees to comply with equal opportunity employment and not to discriminate in hiring or employment made possible or resulting from this Agreement. Consultant agrees there shall be no unlawful discrimination against any client, employee or applicant for employment or services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that Consultant will be barred from performing any services for the City now or in the future,

unless a showing is made satisfactory to the City that discriminatory practices have been terminated and the recurrence of such action is unlikely.

II. Unfair Employment Practices. During the performance of this Agreement, Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

12. Notices. Any notice required under this Agreement shall be in writing, addressed to the appropriate party at the address set forth below (or as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. Written notices shall be effective upon the date of receipt.

City of Omak  
Building Department  
Attn: Tyler Wells  
P.O. Box 72  
Omak, WA 98841  
Phone: (509) 826-1170  
Fax: (509) 826-6531

BHC Consultants  
Attn: Willie Hill  
1601 Fifth Avenue, Suite 500  
Seattle WA 98101  
206-505-3400

13. Attorney's Fees. In the event it is necessary for any party to utilize the services of an attorney to enforce any of the terms of this Agreement, each party shall pay for its own costs and attorney's fees.

14. Subcontractors-Successors- Assignment. Neither the City nor Consultant shall subcontract, assign, transfer or encumber any rights, duties or interest accruing from this Agreement without the written consent of the other.

15. Waiver. Failure to insist on compliance with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times. Any waiver or relinquishment of any right or power shall be made by written instrument executed by the waiving party.

16. Entire Agreement. This Agreement includes the following Appendices: Appendix A – Scope of Services; Appendix B – Fee and Cost Schedule; Appendix C- Request for Qualifications; Appendix D -Consultant's Submission in Response to Request for Qualifications. The Appendices are attached hereto and are incorporated herein by this reference. This Agreement and the Appendices constitute the final and completely integrated agreement between the parties concerning the subject matter herein and shall supersede all prior negotiations, representations or agreements, either written or oral.

17. Modifications. Any alteration, change, amendment or modification of or to this Agreement shall be made by written instrument executed by each party hereto in order to become effective. The compensation for any changes or modifications in the scope of services as provided in Section I of this Agreement, whether a decrease or increase, shall be on the same



terms and conditions mutually agreed to by the parties. The City shall compensate Consultant only for services performed or costs incurred that are within the scope of services as set forth in Section and authorized by this Agreement, or any modifications to the Agreement in accordance with this section. Work under any requested change or modification shall not proceed until executed in writing by the parties pursuant to this section.

18. Interpretation. This Agreement has been submitted to the scrutiny of the parties and their legal counsel, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its legal counsel. Paragraph headings/titles are for the convenience of the parties only and shall not be used in interpreting or construing any portion of this Agreement. The singular may include the plural or vice versa, and the masculine, feminine or neuter may include any one or all of the other genders where the context so requires.

19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

20. Governing Law and Venue. This Agreement is made and entered into in the State of Washington, and shall in all respects be interpreted, enforced and governed under the laws of said State of Washington without giving effect to conflicts of laws principles. Any action arising out of or in connection to this Agreement shall be brought in the Superior Court in and for Chelan City, Washington.

21. Severability. Should any portion, word, clause, phrase, sentence or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

22. Authority to Bind Parties and Enter Into Agreement. The undersigned represent that they have full authority to enter into this Agreement and bind the parties for and on behalf of the legal entities set forth below.

\_\_\_\_\_  
City of Omak  
Mayor Cindy Gagné

\_\_\_\_\_  
Date

\_\_\_\_\_  
BHC Consultants  
James Gross, Executive Vice President

\_\_\_\_\_  
Date



**APPENDIX A**  
**Scope of Services**

## Scope of Services

The following information is a sample "scope of services" we would typically include in our agreement in providing building code services for plan review and inspections. The proposed scope can be tailored to only include plan review or inspections if requested.

### Scope of Services

#### **Inspections, Inspection Requests, and Response Time:**

Consultant will provide a certified building inspector to perform the following services:

1. Upon authorization by the Client, inspector will perform building inspection work for the Client.
2. As requested by the Client, inspector shall be asked to perform one or more of the following inspection tasks:
  - a. Non-structural fire and life safety inspections
  - b. Structural inspections
  - c. Energy code inspections
  - d. Barrier free inspections
  - e. Mechanical and plumbing inspections
3. Inspector will provide building inspections in accordance with the currently adopted International Codes, Washington State Building Code {WAC 51-50 and 51-51}, and energy code (WAC 51-11), and the applicable Client Building Codes, except that inspection will confer with the Building Official or his/her agent on any portion of the review that specifically requires an approval of the Building Official under the applicable Code(s), or that involves an unusual interpretation.
4. Inspections will be done in accordance codes, ordinances and regulations in effect and will be performed in a courteous and professional manner. Up-to-date records of inspection status will be maintained on the job card in the field and on the office copy of the permit.
5. Client shall guarantee a minimum of four (4) hours inspection work each day inspection services are provided.
6. Inspection services will be billed at the hourly rate identified in fee schedule.

BHC intends to provide inspections on a "regular" 24-hour call in notice. Same day "PM" inspection will be provided if inspector is available on that day or if BHC backup inspector is available for the afternoon. It should be encouraged for City staff to advise contractors prior to building inspection coverage by BHC that any critical inspections may be encouraged to wait until regular inspector is back. If however, this cannot be accommodated, BHC will respond within all reasonable time expectations. BHC will immediately notify City staff in any event where it has been determined a called inspection time cannot be met.

# **APPENDIX B**

## **Fee Schedule**



## Fees

### **BHC Building Plan Review Fees**

These fees include the initial plan review plus two (2) recheck. When substantial revisions occur, additional fees shall be charged at the hourly rates shown in Labor Rate Schedule.

#### **Residential:**

- 1. Single Family Dwellings will be charged at 70% of plan review fee as charged by the City.**

#### **Non-Residential:**

- 1. Complete Plan Review**

IBC Non-Structural Fire & Life Safety + Structural, disabled accessibility and/or State Energy Code, IMC, and/or UPC  
65% of the plan review fee.  
(\$250 minimum)

- 2. Partial Review**

IBC Non-Structural Fire & Life Safety+ Structural, disabled accessibility, and/or State Energy Code  
40% of the plan review fee.

- 3. Partial Review**

IBC Non-Structural Fire & Life Safety ONLY - or -  
IBC Structural ONLY  
40% of the plan review fee.  
(\$250 minimum)

- 4. Mechanical/Plumbing**

Reviews not included as part of a full building plan review (as defined above in item #1) will be charged at the hourly rates shown in the Labor Rate Schedule.

- 5. Fire Protection**

Charged at the hourly rates shown in the Labor Rate Schedule.

#### **Additional Services**

1. Civil/site plan reviews will be charged at the hourly rates shown in Labor Rate Schedules.
2. Preliminary plan review meetings to review code requirements will be charged at the hourly rates shown in Labor Rate Schedule.
3. Additional plan reviews beyond the initial and two (2) rechecks will be charged at the hourly rates shown in Labor Rate Schedule.
4. Review of deferred submittals will be charged at the hourly rates shown in Labor Rate Schedule.
5. Revisions to plans that require additional plan review will be charged at the hourly rates shown in Labor Rate Schedule.

6. Attendance at meetings when requested by the City will be charged at the hourly rates shown in Labor Rate Schedule.
7. Fire Code, Fire Sprinkler, Fire Alarm plan reviews when requested by the City will be charged at the hourly rates shown in Labor Rate Schedule.
8. Mechanical, Electrical, and Plumbing plan reviews will be charged at the hourly rates shown in Labor Rate Schedule.

**Reimbursable Expenses**

The City will be billed for costs incurred by BHC Consultants associated with shipping building plans and documents to the City at actual cost.

Travel and Mileage (for client requested meetings)  
Overtime Services

T & M (portal to portal)  
150 % of Labor Rates Shown

Mileage will be reimbursed at current IRS rate.

### SCHEDULE OF HOURLY FEES

#### PLAN REVIEW

Nonstructural:	\$140.00
Structural(PE, SE)	\$190.00
Fire Protections	\$140.00
Civil{PE}	\$150.00

#### INSPECTIONS

Combination {ICC Cert.)	\$85.00
{for Willie Hill}	\$95.00



## SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between City of Omak, a political subdivision of the State of Washington ("City"), and BHC Consultants ("Consultant").

WHEREAS, the City desires to retain a consultant to provide the following services: On-Call commercial and residential plan review and inspection services;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the parties do hereby promise, covenant and agree as follows:

1. Scope of Services. Consultant shall perform the services as described and set forth in Appendix A. In performing these services, Consultant shall at all times comply with all federal, state and City laws and regulations applicable to the performance of such services. In addition, Consultant shall perform these services and all duties incidental or necessary therefore in a diligent, professional manner in accordance with current standards of conduct and performance in the trade or profession.

2. Compensation.

a. Services will be paid pursuant to the fee and cost schedule set forth in Appendix B. Total payment for services, including all fees and reimbursable expenses shall not exceed \$ 20,000, unless such amount is modified by written mutual agreement of the parties pursuant to the modification provisions of Section 17 of this Agreement. No expenses for equipment or supplies are reimbursable.

b. The City shall pay Consultant for services rendered after receipt of an invoice, except as to any disputed amounts. Consultant shall submit itemized invoices in a form and to a level of detail satisfactory to the City Clerk.

c. The City shall have thirty (30) days of receipt of an invoice to object in writing to any or all billed amounts. If no objection is made, payments will be processed promptly by the City.

d. Invoices shall be sent to the City via U.S. first class mail, postage prepaid, to the attention of the individual and to the address set forth in Section 12 of this Agreement.

**3. Term.** The term of this Agreement shall commence upon final execution of this Agreement by the parties and shall continue until terminated by either the City or Consultant as hereafter provided. There is no guaranteed length of this Agreement. Consultant is an "at will" consultant and this Agreement may be terminated by the City without cause as provided herein.

**4. Termination.**

a. The City shall have the right to terminate this Agreement at any time, with or without cause by giving thirty (30) days written notice to Consultant. In the event of such termination, all finished or unfinished records, files, drawings, specifications, data, information, materials, reports, memoranda and other documents prepared by Consultant pursuant to this Agreement shall be submitted to the City.

b. In the event this Agreement is terminated by the City, the City shall pay Consultant for satisfactory services performed through the date of termination in accordance with the provisions of Section 2 of this Agreement, less all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due Consultant. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance and in writing by the City.

c. Consultant shall have the right to terminate this Agreement with not less than thirty (30) days written notice to the City.

d. The City may immediately terminate this Agreement for good cause, at any time, on written notice of such immediate termination given to Consultant. Cause for immediate termination shall include, but not be limited to, Consultant's failure, neglect or refusal to carry out Consultant's duties properly, professionally or in a workmanlike manner; breach of any provision of this Agreement; action or failure to act by Consultant which tends to degrade Consultant in society by contempt, scandal or ridicule; action or failure to act by Consultant which reflects unfavorably upon the City, its offices and departments, elected or appointed officials, officers, employees, or agents; and/or Consultant's failure to conduct himself with due regard for social conventions, public morals and decency.

**5. Work Product and Documents.**

a. All records, files, drawings, specifications, data, information, materials, reports, memoranda and other documents produced or prepared by Consultant in connection with the services rendered under this Agreement, whether finished or not, shall be the property of the City. All such documents, products and materials shall be forwarded to the City upon its request and may be used by the City as it sees fit. Consultant shall be responsible for the accuracy of the documents, products and materials, even though accepted by the City.

b. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without prior written



consent of the City. Any information relating to the services will not be released without the prior written permission of the City.

c. Consultant shall preserve the confidentiality of all City documents and data accessed for use in Consultant's work product.

#### 6. Maintenance/Inspection of Records.

a. The parties agree that this Agreement and all documents, files and records related to the performance of the Agreement are, with limited exception, public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW. Further, in the event of a public records request to the City, the City may provide Consultant with a copy of the records request and Consultant shall provide copies of any City records in Consultant's possession, necessary to fulfill that public records request. If the request requires production of a large number of records, Consultant will provide the City with an estimate of reasonable time needed to fulfill the records request.

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c. Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, Consultant shall pay the same before it becomes due.

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b. The City reserves the right, but not the obligation, to participate in the defense of any claims, damages, losses or expenses and such participation shall not constitute a waiver of Consultant's indemnity obligations under this Agreement.

c. Consultant agrees that Consultant's indemnity obligations set forth herein shall survive the completion, expiration or termination of this Agreement.

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c. Primary, Non-Contributory Insurance. All Consultant's insurance policies and additional named insured endorsements shall provide primary insurance coverage and be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the City shall be excess and not contributory to such insurance policies. All Consultant's liability insurance policies must be endorsed to show this primary coverage.

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e. Waiver of Subrogation. Consultant hereby agrees to waive subrogation with respect to each insurance policy maintained under this Agreement. When required by an insurer, or if a policy condition does not permit Consultant to enter into a pre-loss agreement to waive subrogation without an endorsement, then Consultant agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should Consultant enter into such a waiver of subrogation on a pre-loss basis.

f. Additional Insureds. The City, its offices and departments, elected and appointed officials, officers, employees, agents and volunteers shall be named as additional insureds on Consultant's insurance policies by way of endorsement for the full available limits of insurance maintained by Consultant, and all coverage shall be primary and non-contributory. A



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i. Payment Conditioned on Insurance. Compensation and/or payments due to Consultant under this Agreement are expressly conditioned upon Consultant's strict compliance with all insurance requirements. Payment to Consultant shall be suspended in the event of non-compliance. Upon receipt of evidence of Consultant's compliance, payments not otherwise subject to withholding or set-off will be released to Consultant.

j. Failure to Maintain Insurance. Failure on the part of Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) days' notice to Consultant to correct the breach, immediately terminate this Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due Consultant from the City.

k. Worker's Compensation. Consultant shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, Title 51 RCW, for all Consultant's representatives, employees, agents, workers and volunteers eligible for such coverage under the Industrial Insurance Act.

**10. Nondiscrimination.** Consultant agrees to comply with equal opportunity employment and not to discriminate in hiring or employment made possible or resulting from this Agreement. Consultant agrees there shall be no unlawful discrimination against any client, employee or applicant for employment or services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that Consultant will be barred from performing any services for the City now or in the future,



unless a showing is made satisfactory to the City that discriminatory practices have been terminated and the recurrence of such action is unlikely.

II. Unfair Employment Practices. During the performance of this Agreement, Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

12. Notices. Any notice required under this Agreement shall be in writing, addressed to the appropriate party at the address set forth below (or as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. Written notices shall be effective upon the date of receipt.

City of Omak  
Building Department  
Attn: Tyler Wells  
P.O. Box 72  
Omak, WA 98841  
Phone: (509) 826-1170  
Fax: (509) 826-6531

BHC Consultants  
Attn: Willie Hill  
1601 Fifth Avenue, Suite 500  
Seattle WA 98101  
206-505-3400

13. Attorney's Fees. In the event it is necessary for any party to utilize the services of an attorney to enforce any of the terms of this Agreement, each party shall pay for its own costs and attorney's fees.

14. Subcontractors-Successors- Assignment. Neither the City nor Consultant shall subcontract, assign, transfer or encumber any rights, duties or interest accruing from this Agreement without the written consent of the other.

15. Waiver. Failure to insist on compliance with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times. Any waiver or relinquishment of any right or power shall be made by written instrument executed by the waiving party.

16. Entire Agreement. This Agreement includes the following Appendices: Appendix A – Scope of Services; Appendix B – Fee and Cost Schedule; Appendix C – Request for Qualifications; Appendix D -Consultant's Submission in Response to Request for Qualifications. The Appendices are attached hereto and are incorporated herein by this reference. This Agreement and the Appendices constitute the final and completely integrated agreement between the parties concerning the subject matter herein and shall supersede all prior negotiations, representations or agreements, either written or oral.

17. Modifications. Any alteration, change, amendment or modification of or to this Agreement shall be made by written instrument executed by each party hereto in order to become effective. The compensation for any changes or modifications in the scope of services as provided in Section I of this Agreement, whether a decrease or increase, shall be on the same

terms and conditions mutually agreed to by the parties. The City shall compensate Consultant only for services performed or costs incurred that are within the scope of services as set forth in Section and authorized by this Agreement, or any modifications to the Agreement in accordance with this section. Work under any requested change or modification shall not proceed until executed in writing by the parties pursuant to this section.

18. Interpretation. This Agreement has been submitted to the scrutiny of the parties and their legal counsel, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its legal counsel. Paragraph headings/titles are for the convenience of the parties only and shall not be used in interpreting or construing any portion of this Agreement. The singular may include the plural or vice versa, and the masculine, feminine or neuter may include any one or all of the other genders where the context so requires.

19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

20. Governing Law and Venue. This Agreement is made and entered into in the State of Washington, and shall in all respects be interpreted, enforced and governed under the laws of said State of Washington without giving effect to conflicts of laws principles. Any action arising out of or in connection to this Agreement shall be brought in the Superior Court in and for Chelan City, Washington.

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22. Authority to Bind Parties and Enter Into Agreement. The undersigned represent that they have full authority to enter into this Agreement and bind the parties for and on behalf of the legal entities set forth below.

---

City of Omak  
Mayor Cindy Gagné

---

Date

---

BHC Consultants  
James Gross, Executive Vice President

---

Date

**APPENDIX A**  
**Scope of Services**



## Scope of Services

The following information is a sample "scope of services" we would typically include in our agreement in providing building code services for plan review and inspections. The proposed scope can be tailored to only include plan review or inspections if requested.

### Scope of Services

#### **Inspections, Inspection Requests, and Response Time:**

Consultant will provide a certified building inspector to perform the following services:

1. Upon authorization by the Client, inspector will perform building inspection work for the Client.
2. As requested by the Client, inspector shall be asked to perform one or more of the following inspection tasks:
  - a. Non-structural fire and life safety inspections
  - b. Structural inspections
  - c. Energy code inspections
  - d. Barrier free inspections
  - e. Mechanical and plumbing inspections
3. Inspector will provide building inspections in accordance with the currently adopted International Codes, Washington State Building Code {WAC 51-50 and 51-51}, and energy code (WAC 51-11), and the applicable Client Building Codes, except that inspection will confer with the Building Official or his/her agent on any portion of the review that specifically requires an approval of the Building Official under the applicable Code(s), or that involves an unusual interpretation.
4. Inspections will be done in accordance codes, ordinances and regulations in effect and will be performed in a courteous and professional manner. Up-to-date records of inspection status will be maintained on the job card in the field and on the office copy of the permit.
5. Client shall guarantee a minimum of four (4) hours inspection work each day inspection services are provided.
6. Inspection services will be billed at the hourly rate identified in fee schedule.

BHC intends to provide inspections on a "regular" 24-hour call in notice. Same day "PM" inspection will be provided if inspector is available on that day or if BHC backup inspector is available for the afternoon. It should be encouraged for City staff to advise contractors prior to building inspection coverage by BHC that any critical inspections may be encouraged to wait until regular inspector is back. If however, this cannot be accommodated, BHC will respond within all reasonable time expectations. BHC will immediately notify City staff in any event where it has been determined a called inspection time cannot be met.

# **APPENDIX B**

## **Fee Schedule**

## Fees

### **BHC Building Plan Review Fees**

These fees include the initial plan review plus two (2) recheck. When substantial revisions occur, additional fees shall be charged at the hourly rates shown in Labor Rate Schedule.

#### **Residential:**

1. **Single Family Dwellings will be charged at 70% of plan review fee as charged by the City.**

#### **Non-Residential:**

1. **Complete Plan Review**

IBC Non-Structural Fire & Life Safety + Structural, disabled accessibility and/or State Energy Code, IMC, and/or UPC

65% of the plan review fee.  
(\$250 minimum)

2. **Partial Review**

IBC Non-Structural Fire & Life Safety+ Structural, disabled accessibility, and/or State Energy Code  
40% of the plan review fee.

3. **Partial Review**

IBC Non-Structural Fire & Life Safety ONLY- or-  
IBC Structural ONLY  
40% of the plan review fee.  
(\$250 minimum)

4. **Mechanical/Plumbing**

Reviews not included as part of a full building plan review (as defined above in item #1) will be charged at the hourly rates shown in the Labor Rate Schedule.

5. **Fire Protection**

Charged at the hourly rates shown in the Labor Rate Schedule.

#### **Additional Services**

1. Civil/site plan reviews will be charged at the hourly rates shown in Labor Rate Schedules.
2. Preliminary plan review meetings to review code requirements will be charged at the hourly rates shown in Labor Rate Schedule.
3. Additional plan reviews beyond the initial and two {2} rechecks will be charged at the hourly rates shown in Labor Rate Schedule.
4. Review of deferred submittals will be charged at the hourly rates shown in Labor Rate Schedule.
5. Revisions to plans that require additional plan review will be charged at the hourly rates shown in Labor Rate Schedule.



6. Attendance at meetings when requested by the City will be charged at the hourly rates shown in Labor Rate Schedule.
7. Fire Code, Fire Sprinkler, Fire Alarm plan reviews when requested by the City will be charged at the hourly rates shown in Labor Rate Schedule.
8. Mechanical, Electrical, and Plumbing plan reviews will be charged at the hourly rates shown in Labor Rate Schedule.

**Reimbursable Expenses**

The City will be billed for costs incurred by BHC Consultants associated with shipping building plans and documents to the City at actual cost.

Travel and Mileage (for client requested meetings)  
Overtime Services

T & M (portal to portal)  
150 % of Labor Rates Shown

Mileage will be reimbursed at current IRS rate.

SCHEDULE OF HOURLY FEES

PLAN REVIEW

Nonstructural:	\$140.00
Structural(PE, SE)	\$190.00
Fire Protections	\$140.00
Civil{PE}	\$150.00

INSPECTIONS

Combination {ICC Cert.)	\$85.00
{for Willie Hill}	\$95.00

## SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between City of Omak, a political subdivision of the State of Washington ("City"), and BHC Consultants ("Consultant").

WHEREAS, the City desires to retain a consultant to provide the following services: On-Call commercial and residential plan review and inspection services;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the parties do hereby promise, covenant and agree as follows:

1. Scope of Services. Consultant shall perform the services as described and set forth in Appendix A. In performing these services, Consultant shall at all times comply with all federal, state and City laws and regulations applicable to the performance of such services. In addition, Consultant shall perform these services and all duties incidental or necessary therefore in a diligent, professional manner in accordance with current standards of conduct and performance in the trade or profession.

2. Compensation.

a. Services will be paid pursuant to the fee and cost schedule set forth in Appendix B. Total payment for services, including all fees and reimbursable expenses shall not exceed \$ 20,000, unless such amount is modified by written mutual agreement of the parties pursuant to the modification provisions of Section 17 of this Agreement. No expenses for equipment or supplies are reimbursable.

b. The City shall pay Consultant for services rendered after receipt of an invoice, except as to any disputed amounts. Consultant shall submit itemized invoices in a form and to a level of detail satisfactory to the City Clerk.

c. The City shall have thirty (30) days of receipt of an invoice to object in writing to any or all billed amounts. If no objection is made, payments will be processed promptly by the City.

d. Invoices shall be sent to the City via U.S. first class mail, postage prepaid, to the attention of the individual and to the address set forth in Section 12 of this Agreement.



**3. Term.** The term of this Agreement shall commence upon final execution of this Agreement by the parties and shall continue until terminated by either the City or Consultant as hereafter provided. There is no guaranteed length of this Agreement. Consultant is an "at will" consultant and this Agreement may be terminated by the City without cause as provided herein.

**4. Termination.**

a. The City shall have the right to terminate this Agreement at any time, with or without cause by giving thirty (30) days written notice to Consultant. In the event of such termination, all finished or unfinished records, files, drawings, specifications, data, information, materials, reports, memoranda and other documents prepared by Consultant pursuant to this Agreement shall be submitted to the City.

b. In the event this Agreement is terminated by the City, the City shall pay Consultant for satisfactory services performed through the date of termination in accordance with the provisions of Section 2 of this Agreement, less all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due Consultant. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance and in writing by the City.

c. Consultant shall have the right to terminate this Agreement with not less than thirty (30) days written notice to the City.

d. The City may immediately terminate this Agreement for good cause, at any time, on written notice of such immediate termination given to Consultant. Cause for immediate termination shall include, but not be limited to, Consultant's failure, neglect or refusal to carry out Consultant's duties properly, professionally or in a workmanlike manner; breach of any provision of this Agreement; action or failure to act by Consultant which tends to degrade Consultant in society by contempt, scandal or ridicule; action or failure to act by Consultant which reflects unfavorably upon the City, its offices and departments, elected or appointed officials, officers, employees, or agents; and/or Consultant's failure to conduct himself with due regard for social conventions, public morals and decency.

**5. Work Product and Documents.**

a. All records, files, drawings, specifications, data, information, materials, reports, memoranda and other documents produced or prepared by Consultant in connection with the services rendered under this Agreement, whether finished or not, shall be the property of the City. All such documents, products and materials shall be forwarded to the City upon its request and may be used by the City as it sees fit. Consultant shall be responsible for the accuracy of the documents, products and materials, even though accepted by the City.

b. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without prior written

consent of the City. Any information relating to the services will not be released without the prior written permission of the City.

c. Consultant shall preserve the confidentiality of all City documents and data accessed for use in Consultant's work product.

#### 6. Maintenance/Inspection of Records.

a. The parties agree that this Agreement and all documents, files and records related to the performance of the Agreement are, with limited exception, public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW. Further, in the event of a public records request to the City, the City may provide Consultant with a copy of the records request and Consultant shall provide copies of any City records in Consultant's possession, necessary to fulfill that public records request. If the request requires production of a large number of records, Consultant will provide the City with an estimate of reasonable time needed to fulfill the records request.

b. Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. Consultant shall preserve and make available all such books of account and records for a period of six (6) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, Consultant shall provide the City with appropriate clarification and for financial adjustments within thirty (30) calendar days of notification of the discrepancy.

#### 7. Independent Contractor.

a. Consultant is retained by the City only for the purposes and to the extent set forth in this Agreement. Consultant and the City understand and expressly agree that Consultant (including its representatives, employees, workers and agents) is an independent contractor in the performance of each and every part of this Agreement. Consultant expressly represents, warrants and agrees that its status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. Consultant, not the City, shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, Consultant shall have no obligation to work any particular hours or particular schedule and shall retain the right to designate the means of performing the services covered by this Agreement, and Consultant shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by Consultant is to be paid by it alone, and that employing such workers, it is acting individually and not as an agent of the City.



b. Consultant (including its representatives, employees, workers and agents) shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

c. Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, Consultant shall pay the same before it becomes due.

d. Notwithstanding Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the scope of services set forth in Section 1 of this Agreement and City requirements.

#### 8. Indemnification.

a. Consultant shall defend, indemnify, and hold harmless the City and its offices and departments, elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims, injuries, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the negligent acts, errors or omissions of Consultant, its representatives, employees, agents, workers, independent and sub-contractors, invitees or licensees in connection with the performance of this Agreement. This indemnification obligation of Consultant shall not be limited in any way by the Washington State Industrial Insurance Act, Title 51 RCW, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and Consultant hereby expressly waives any immunity afforded by such acts. Nothing herein shall be deemed to constitute a waiver by the City of its immunity pursuant to Title 51 RCW. The foregoing indemnification obligations of Consultant are a material inducement to the City to enter into this Agreement, are reflected in Consultant's compensation, and has been negotiated by the parties.

b. The City reserves the right, but not the obligation, to participate in the defense of any claims, damages, losses or expenses and such participation shall not constitute a waiver of Consultant's indemnity obligations under this Agreement.

c. Consultant agrees that Consultant's indemnity obligations set forth herein shall survive the completion, expiration or termination of this Agreement.

#### 9. Insurance.

a. Insurance Required. Consultant shall, at its own expense, obtain and continuously maintain the insurance coverage set forth below during the term of this Agreement and any extensions or renewals. All insurers providing such insurance must be acceptable to the City, and shall be licensed to do business in the State of Washington and approved by the Washington State Insurance Commissioner pursuant to Title 48 RCW. Coverage limits shall be the minimum limits identified in this Agreement, or the coverage limits provided or available



under the policies maintained by Consultant without regard to this Agreement, whichever are greater.

1. *General Commercial Liability.* Coverage shall include personal injury, bodily injury and property damage for premises, operations, stop-gap, employer, independent contractors, advertising, personal, and contractual liability. Minimum insurance limits: \$1,000,000 combined single limit per occurrence; \$2,000,000 policy aggregate.

2. *Automobile Liability.* Coverage shall include liability for any and all owned, non-owned and hired motor vehicles. Coverage may be satisfied by way of endorsement to the General Commercial Liability policy. Minimum insurance limits: \$2,000,000 combined single limit per accident for bodily injury and property damage.

3. *Professional Liability/Errors and Omissions Liability.* Minimum insurance limits: \$2,000,000 each occurrence; \$2,000,000 policy aggregate.

b. Occurrence Based Coverage. All insurance policies shall provide coverage on an occurrence basis.

c. Primary, Non-Contributory Insurance. All Consultant's insurance policies and additional named insured endorsements shall provide primary insurance coverage and be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the City shall be excess and not contributory to such insurance policies. All Consultant's liability insurance policies must be endorsed to show this primary coverage.

d. Review of Policy Provisions. Upon request, Consultant shall provide a full and complete certified copy of all requested insurance policies to the City. The City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Agreement. Additionally, the City reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington. Any stop loss provisions, and/or exclusions contained in such policies must be approved by the City in writing.

e. Waiver of Subrogation. Consultant hereby agrees to waive subrogation with respect to each insurance policy maintained under this Agreement. When required by an insurer, or if a policy condition does not permit Consultant to enter into a pre-loss agreement to waive subrogation without an endorsement, then Consultant agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should Consultant enter into such a waiver of subrogation on a pre-loss basis.

f. Additional Insureds. The City, its offices and departments, elected and appointed officials, officers, employees, agents and volunteers shall be named as additional insureds on Consultant's insurance policies by way of endorsement for the full available limits of insurance maintained by Consultant, and all coverage shall be primary and non-contributory. A

statement of additional insured status on a Certificate of Insurance shall not satisfy these requirements.

g. Endorsements and Certificates of Insurance. Consultant shall, for each required insurance policy, provide a Certificate of Insurance, with endorsements attached, evidencing all required coverages, limits, deductibles, self-insured retentions and endorsements and which is conditioned upon the City receiving thirty (30) days prior written notice of reduction in coverages, cancellation or non-renewal. Each Certificate of Insurance and all insurance notices shall be provided to the City within fourteen (14) days of the execution of this Agreement.

h. No Limitation on Liability. The insurance maintained under this Agreement shall not in any manner limit or qualify the liabilities or obligations of Consultant under this Agreement. All insurance policy deductibles and self-insured retentions for policies maintained under this Agreement shall be paid by Consultant.

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\_\_\_\_\_  
City of Omak  
Mayor Cindy Gagné

\_\_\_\_\_  
Date

\_\_\_\_\_  
BHC Consultants  
James Gross, Executive Vice President

\_\_\_\_\_  
Date

**APPENDIX A**  
**Scope of Services**

## Scope of Services

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  - c. Energy code inspections
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  - e. Mechanical and plumbing inspections
3. Inspector will provide building inspections in accordance with the currently adopted International Codes, Washington State Building Code {WAC 51-50 and 51-51}, and energy code (WAC 51-11), and the applicable Client Building Codes, except that inspection will confer with the Building Official or his/her agent on any portion of the review that specifically requires an approval of the Building Official under the applicable Code(s), or that involves an unusual interpretation.
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# **APPENDIX B**

## **Fee Schedule**

## Fees

### **BHC Building Plan Review Fees**

These fees include the initial plan review plus two (2) recheck. When substantial revisions occur, additional fees shall be charged at the hourly rates shown in Labor Rate Schedule.

#### **Residential:**

- 1. Single Family Dwellings will be charged at 70% of plan review fee as charged by the City.**

#### **Non-Residential:**

- 1. Complete Plan Review**

IBC Non-Structural Fire & Life Safety + Structural, disabled accessibility and/or State Energy Code, IMC, and/or UPC

65% of the plan review fee.

(\$250 minimum)

- 2. Partial Review**

IBC Non-Structural Fire & Life Safety+ Structural, disabled accessibility, and/or State Energy Code  
40% of the plan review fee.

- 3. Partial Review**

IBC Non-Structural Fire & Life Safety ONLY- or-  
IBC Structural ONLY

40% of the plan review fee.

(\$250 minimum)

- 4. Mechanical/Plumbing**

Reviews not included as part of a full building plan review (as defined above in item #1) will be charged at the hourly rates shown in the Labor Rate Schedule.

- 5. Fire Protection**

Charged at the hourly rates shown in the Labor Rate Schedule.

#### **Additional Services**

1. Civil/site plan reviews will be charged at the hourly rates shown in Labor Rate Schedules.
2. Preliminary plan review meetings to review code requirements will be charged at the hourly rates shown in Labor Rate Schedule.
3. Additional plan reviews beyond the initial and two (2) rechecks will be charged at the hourly rates shown in Labor Rate Schedule.
4. Review of deferred submittals will be charged at the hourly rates shown in Labor Rate Schedule.
5. Revisions to plans that require additional plan review will be charged at the hourly rates shown in Labor Rate Schedule.

6. Attendance at meetings when requested by the City will be charged at the hourly rates shown in Labor Rate Schedule.
7. Fire Code, Fire Sprinkler, Fire Alarm plan reviews when requested by the City will be charged at the hourly rates shown in Labor Rate Schedule.
8. Mechanical, Electrical, and Plumbing plan reviews will be charged at the hourly rates shown in Labor Rate Schedule.

**Reimbursable Expenses**

The City will be billed for costs incurred by BHC Consultants associated with shipping building plans and documents to the City at actual cost.

Travel and Mileage (for client requested meetings)  
Overtime Services

T & M (portal to portal)  
150 % of Labor Rates Shown

Mileage will be reimbursed at current IRS rate.



## SCHEDULE OF HOURLY FEES

### PLAN REVIEW

Nonstructural:	\$140.00
Structural(PE, SE)	\$190.00
Fire Protections	\$140.00
Civil{PE}	\$150.00

### INSPECTIONS

Combination {ICC Cert.)	\$85.00
(for Willie Hill)	\$95.00

## SERVICES AGREEMENT

THIS AGREEMENT is entered into by and between City of Omak, a political subdivision of the State of Washington ("City"), and BHC Consultants ("Consultant").

WHEREAS, the City desires to retain a consultant to provide the following services: On-Call commercial and residential plan review and inspection services;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the parties do hereby promise, covenant and agree as follows:

1. Scope of Services. Consultant shall perform the services as described and set forth in Appendix A. In performing these services, Consultant shall at all times comply with all federal, state and City laws and regulations applicable to the performance of such services. In addition, Consultant shall perform these services and all duties incidental or necessary therefore in a diligent, professional manner in accordance with current standards of conduct and performance in the trade or profession.

2. Compensation.

a. Services will be paid pursuant to the fee and cost schedule set forth in Appendix B. Total payment for services, including all fees and reimbursable expenses shall not exceed \$ 20,000, unless such amount is modified by written mutual agreement of the parties pursuant to the modification provisions of Section 17 of this Agreement. No expenses for equipment or supplies are reimbursable.

b. The City shall pay Consultant for services rendered after receipt of an invoice, except as to any disputed amounts. Consultant shall submit itemized invoices in a form and to a level of detail satisfactory to the City Clerk.

c. The City shall have thirty (30) days of receipt of an invoice to object in writing to any or all billed amounts. If no objection is made, payments will be processed promptly by the City.

d. Invoices shall be sent to the City via U.S. first class mail, postage prepaid, to the attention of the individual and to the address set forth in Section 12 of this Agreement.

**3. Term.** The term of this Agreement shall commence upon final execution of this Agreement by the parties and shall continue until terminated by either the City or Consultant as hereafter provided. There is no guaranteed length of this Agreement. Consultant is an "at will" consultant and this Agreement may be terminated by the City without cause as provided herein.

**4. Termination.**

a. The City shall have the right to terminate this Agreement at any time, with or without cause by giving thirty (30) days written notice to Consultant. In the event of such termination, all finished or unfinished records, files, drawings, specifications, data, information, materials, reports, memoranda and other documents prepared by Consultant pursuant to this Agreement shall be submitted to the City.

b. In the event this Agreement is terminated by the City, the City shall pay Consultant for satisfactory services performed through the date of termination in accordance with the provisions of Section 2 of this Agreement, less all payments previously made. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and any such charges due the City shall be deducted from the final payment due Consultant. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance and in writing by the City.

c. Consultant shall have the right to terminate this Agreement with not less than thirty (30) days written notice to the City.

d. The City may immediately terminate this Agreement for good cause, at any time, on written notice of such immediate termination given to Consultant. Cause for immediate termination shall include, but not be limited to, Consultant's failure, neglect or refusal to carry out Consultant's duties properly, professionally or in a workmanlike manner; breach of any provision of this Agreement; action or failure to act by Consultant which tends to degrade Consultant in society by contempt, scandal or ridicule; action or failure to act by Consultant which reflects unfavorably upon the City, its offices and departments, elected or appointed officials, officers, employees, or agents; and/or Consultant's failure to conduct himself with due regard for social conventions, public morals and decency.

**5. Work Product and Documents.**

a. All records, files, drawings, specifications, data, information, materials, reports, memoranda and other documents produced or prepared by Consultant in connection with the services rendered under this Agreement, whether finished or not, shall be the property of the City. All such documents, products and materials shall be forwarded to the City upon its request and may be used by the City as it sees fit. Consultant shall be responsible for the accuracy of the documents, products and materials, even though accepted by the City.

b. All services performed under this Agreement will be conducted solely for the benefit of the City and will not be used for any other purpose without prior written



consent of the City. Any information relating to the services will not be released without the prior written permission of the City.

c. Consultant shall preserve the confidentiality of all City documents and data accessed for use in Consultant's work product.

#### 6. Maintenance/Inspection of Records.

a. The parties agree that this Agreement and all documents, files and records related to the performance of the Agreement are, with limited exception, public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW. Further, in the event of a public records request to the City, the City may provide Consultant with a copy of the records request and Consultant shall provide copies of any City records in Consultant's possession, necessary to fulfill that public records request. If the request requires production of a large number of records, Consultant will provide the City with an estimate of reasonable time needed to fulfill the records request.

b. Consultant shall maintain all books, records, documents and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts and records where necessary to conduct or document an audit. Consultant shall preserve and make available all such books of account and records for a period of six (6) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, Consultant shall provide the City with appropriate clarification and for financial adjustments within thirty (30) calendar days of notification of the discrepancy.

#### 7. Independent Contractor.

a. Consultant is retained by the City only for the purposes and to the extent set forth in this Agreement. Consultant and the City understand and expressly agree that Consultant (including its representatives, employees, workers and agents) is an independent contractor in the performance of each and every part of this Agreement. Consultant expressly represents, warrants and agrees that its status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. Consultant, not the City, shall have the power to control and direct the details, manner or means of services. Specifically, but not by means of limitation, Consultant shall have no obligation to work any particular hours or particular schedule and shall retain the right to designate the means of performing the services covered by this Agreement, and Consultant shall be entitled to employ other workers at such compensation and on such other conditions as it may deem proper, provided, however, that any contract so made by Consultant is to be paid by it alone, and that employing such workers, it is acting individually and not as an agent of the City.

b. Consultant (including its representatives, employees, workers and agents) shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

c. Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, Consultant shall pay the same before it becomes due.

d. Notwithstanding Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the scope of services set forth in Section 1 of this Agreement and City requirements.

#### 8. Indemnification.

a. Consultant shall defend, indemnify, and hold harmless the City and its offices and departments, elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims, injuries, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or resulting from the negligent acts, errors or omissions of Consultant, its representatives, employees, agents, workers, independent and sub-contractors, invitees or licensees in connection with the performance of this Agreement. This indemnification obligation of Consultant shall not be limited in any way by the Washington State Industrial Insurance Act, Title 51 RCW, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and Consultant hereby expressly waives any immunity afforded by such acts. Nothing herein shall be deemed to constitute a waiver by the City of its immunity pursuant to Title 51 RCW. The foregoing indemnification obligations of Consultant are a material inducement to the City to enter into this Agreement, are reflected in Consultant's compensation, and has been negotiated by the parties.

b. The City reserves the right, but not the obligation, to participate in the defense of any claims, damages, losses or expenses and such participation shall not constitute a waiver of Consultant's indemnity obligations under this Agreement.

c. Consultant agrees that Consultant's indemnity obligations set forth herein shall survive the completion, expiration or termination of this Agreement.

#### 9. Insurance.

a. Insurance Required. Consultant shall, at its own expense, obtain and continuously maintain the insurance coverage set forth below during the term of this Agreement and any extensions or renewals. All insurers providing such insurance must be acceptable to the City, and shall be licensed to do business in the State of Washington and approved by the Washington State Insurance Commissioner pursuant to Title 48 RCW. Coverage limits shall be the minimum limits identified in this Agreement, or the coverage limits provided or available



under the policies maintained by Consultant without regard to this Agreement, whichever are greater.

1. *General Commercial Liability.* Coverage shall include personal injury, bodily injury and property damage for premises, operations, stop-gap, employer, independent contractors, advertising, personal, and contractual liability. Minimum insurance limits: \$1,000,000 combined single limit per occurrence; \$2,000,000 policy aggregate.

2. *Automobile Liability.* Coverage shall include liability for any and all owned, non-owned and hired motor vehicles. Coverage may be satisfied by way of endorsement to the General Commercial Liability policy. Minimum insurance limits: \$2,000,000 combined single limit per accident for bodily injury and property damage.

3. *Professional Liability/Errors and Omissions Liability.* Minimum insurance limits: \$2,000,000 each occurrence; \$2,000,000 policy aggregate.

b. Occurrence Based Coverage. All insurance policies shall provide coverage on an occurrence basis.

c. Primary, Non-Contributory Insurance. All Consultant's insurance policies and additional named insured endorsements shall provide primary insurance coverage and be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the City shall be excess and not contributory to such insurance policies. All Consultant's liability insurance policies must be endorsed to show this primary coverage.

d. Review of Policy Provisions. Upon request, Consultant shall provide a full and complete certified copy of all requested insurance policies to the City. The City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the requirements of this Agreement. Additionally, the City reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington. Any stop loss provisions, and/or exclusions contained in such policies must be approved by the City in writing.

e. Waiver of Subrogation. Consultant hereby agrees to waive subrogation with respect to each insurance policy maintained under this Agreement. When required by an insurer, or if a policy condition does not permit Consultant to enter into a pre-loss agreement to waive subrogation without an endorsement, then Consultant agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should Consultant enter into such a waiver of subrogation on a pre-loss basis.

f. Additional Insureds. The City, its offices and departments, elected and appointed officials, officers, employees, agents and volunteers shall be named as additional insureds on Consultant's insurance policies by way of endorsement for the full available limits of insurance maintained by Consultant, and all coverage shall be primary and non-contributory. A



statement of additional insured status on a Certificate of Insurance shall not satisfy these requirements.

g. Endorsements and Certificates of Insurance. Consultant shall, for each required insurance policy, provide a Certificate of Insurance, with endorsements attached, evidencing all required coverages, limits, deductibles, self-insured retentions and endorsements and which is conditioned upon the City receiving thirty (30) days prior written notice of reduction in coverages, cancellation or non-renewal. Each Certificate of Insurance and all insurance notices shall be provided to the City within fourteen (14) days of the execution of this Agreement.

h. No Limitation on Liability. The insurance maintained under this Agreement shall not in any manner limit or qualify the liabilities or obligations of Consultant under this Agreement. All insurance policy deductibles and self-insured retentions for policies maintained under this Agreement shall be paid by Consultant.

i. Payment Conditioned on Insurance. Compensation and/or payments due to Consultant under this Agreement are expressly conditioned upon Consultant's strict compliance with all insurance requirements. Payment to Consultant shall be suspended in the event of non-compliance. Upon receipt of evidence of Consultant's compliance, payments not otherwise subject to withholding or set-off will be released to Consultant.

j. Failure to Maintain Insurance. Failure on the part of Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) days' notice to Consultant to correct the breach, immediately terminate this Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due Consultant from the City.

k. Worker's Compensation. Consultant shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, Title 51 RCW, for all Consultant's representatives, employees, agents, workers and volunteers eligible for such coverage under the Industrial Insurance Act.

**10. Nondiscrimination.** Consultant agrees to comply with equal opportunity employment and not to discriminate in hiring or employment made possible or resulting from this Agreement. Consultant agrees there shall be no unlawful discrimination against any client, employee or applicant for employment or services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that Consultant will be barred from performing any services for the City now or in the future,

unless a showing is made satisfactory to the City that discriminatory practices have been terminated and the recurrence of such action is unlikely.

II. Unfair Employment Practices. During the performance of this Agreement, Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

12. Notices. Any notice required under this Agreement shall be in writing, addressed to the appropriate party at the address set forth below (or as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. Written notices shall be effective upon the date of receipt.

City of Omak  
Building Department  
Attn: Tyler Wells  
P.O. Box 72  
Omak, WA 98841  
Phone: (509) 826-1170  
Fax: (509) 826-6531

BHC Consultants  
Attn: Willie Hill  
1601 Fifth Avenue, Suite 500  
Seattle WA 98101  
206-505-3400

13. Attorney's Fees. In the event it is necessary for any party to utilize the services of an attorney to enforce any of the terms of this Agreement, each party shall pay for its own costs and attorney's fees.

14. Subcontractors-Successors- Assignment. Neither the City nor Consultant shall subcontract, assign, transfer or encumber any rights, duties or interest accruing from this Agreement without the written consent of the other.

15. Waiver. Failure to insist on compliance with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times. Any waiver or relinquishment of any right or power shall be made by written instrument executed by the waiving party.

16. Entire Agreement. This Agreement includes the following Appendices: Appendix A – Scope of Services; Appendix B – Fee and Cost Schedule; Appendix C- Request for Qualifications; Appendix D -Consultant's Submission in Response to Request for Qualifications. The Appendices are attached hereto and are incorporated herein by this reference. This Agreement and the Appendices constitute the final and completely integrated agreement between the parties concerning the subject matter herein and shall supersede all prior negotiations, representations or agreements, either written or oral.

17. Modifications. Any alteration, change, amendment or modification of or to this Agreement shall be made by written instrument executed by each party hereto in order to become effective. The compensation for any changes or modifications in the scope of services as provided in Section I of this Agreement, whether a decrease or increase, shall be on the same



terms and conditions mutually agreed to by the parties. The City shall compensate Consultant only for services performed or costs incurred that are within the scope of services as set forth in Section and authorized by this Agreement, or any modifications to the Agreement in accordance with this section. Work under any requested change or modification shall not proceed until executed in writing by the parties pursuant to this section.

18. Interpretation. This Agreement has been submitted to the scrutiny of the parties and their legal counsel, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its legal counsel. Paragraph headings/titles are for the convenience of the parties only and shall not be used in interpreting or construing any portion of this Agreement. The singular may include the plural or vice versa, and the masculine, feminine or neuter may include any one or all of the other genders where the context so requires.

19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

20. Governing Law and Venue. This Agreement is made and entered into in the State of Washington, and shall in all respects be interpreted, enforced and governed under the laws of said State of Washington without giving effect to conflicts of laws principles. Any action arising out of or in connection to this Agreement shall be brought in the Superior Court in and for Chelan City, Washington.

21. Severability. Should any portion, word, clause, phrase, sentence or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

22. Authority to Bind Parties and Enter Into Agreement. The undersigned represent that they have full authority to enter into this Agreement and bind the parties for and on behalf of the legal entities set forth below.

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City of Omak  
Mayor Cindy Gagné

---

Date

---

BHC Consultants  
James Gross, Executive Vice President

---

Date



**APPENDIX A**  
**Scope of Services**

## Scope of Services

The following information is a sample "scope of services" we would typically include in our agreement in providing building code services for plan review and inspections. The proposed scope can be tailored to only include plan review or inspections if requested.

### Scope of Services

#### **Inspections, Inspection Requests, and Response Time:**

Consultant will provide a certified building inspector to perform the following services:

1. Upon authorization by the Client, inspector will perform building inspection work for the Client.
2. As requested by the Client, inspector shall be asked to perform one or more of the following inspection tasks:
  - a. Non-structural fire and life safety inspections
  - b. Structural inspections
  - c. Energy code inspections
  - d. Barrier free inspections
  - e. Mechanical and plumbing inspections
3. Inspector will provide building inspections in accordance with the currently adopted International Codes, Washington State Building Code {WAC 51-50 and 51-51}, and energy code (WAC 51-11), and the applicable Client Building Codes, except that inspection will confer with the Building Official or his/her agent on any portion of the review that specifically requires an approval of the Building Official under the applicable Code(s), or that involves an unusual interpretation.
4. Inspections will be done in accordance codes, ordinances and regulations in effect and will be performed in a courteous and professional manner. Up-to-date records of inspection status will be maintained on the job card in the field and on the office copy of the permit.
5. Client shall guarantee a minimum of four (4) hours inspection work each day inspection services are provided.
6. Inspection services will be billed at the hourly rate identified in fee schedule.

BHC intends to provide inspections on a "regular" 24-hour call in notice. Same day "PM" inspection will be provided if inspector is available on that day or if BHC backup inspector is available for the afternoon. It should be encouraged for City staff to advise contractors prior to building inspection coverage by BHC that any critical inspections may be encouraged to wait until regular inspector is back. If however, this cannot be accommodated, BHC will respond within all reasonable time expectations. BHC will immediately notify City staff in any event where it has been determined a called inspection time cannot be met.

**APPENDIXB**

**Fee Schedule**



## Fees

### **BHC Building Plan Review Fees**

These fees include the initial plan review plus two (2) recheck. When substantial revisions occur, additional fees shall be charged at the hourly rates shown in Labor Rate Schedule.

#### **Residential:**

1. **Single Family Dwellings will be charged at 70% of plan review fee as charged by the City.**

#### **Non-Residential:**

1. **Complete Plan Review**

IBC Non-Structural Fire & Life Safety + Structural, disabled accessibility and/or State Energy Code, IMC, and/or UPC

65% of the plan review fee.

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IBC Non-Structural Fire & Life Safety+ Structural, disabled accessibility, and/or State Energy Code  
40% of the plan review fee.

3. **Partial Review**

IBC Non-Structural Fire & Life Safety ONLY- or-  
IBC Structural ONLY

40% of the plan review fee.

(\$250 minimum)

4. **Mechanical/Plumbing**

Reviews not included as part of a full building plan review (as defined above in item #1) will be charged at the hourly rates shown in the Labor Rate Schedule.

5. **Fire Protection**

Charged at the hourly rates shown in the Labor Rate Schedule.

#### **Additional Services**

1. Civil/site plan reviews will be charged at the hourly rates shown in Labor Rate Schedules.
2. Preliminary plan review meetings to review code requirements will be charged at the hourly rates shown in Labor Rate Schedule.
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Travel and Mileage (for client requested meetings)  
Overtime Services

T & M (portal to portal)  
150 % of Labor Rates Shown

Mileage will be reimbursed at current IRS rate.

### SCHEDULE OF HOURLY FEES

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Structural(PE, SE)	\$190.00
Fire Protections	\$140.00
Civil{PE}	\$150.00

#### INSPECTIONS

Combination {ICC Cert.)	\$85.00
{for Willie Hill}	\$95.00



## MEMORANDUM

To: Omak City Council  
Mayor Cindy Gagné

From: Todd McDaniel  
City Administrator

Date: September 16, 2019

Subject: Ordinance No 1879- Budget Amendment Current Expense

---

The Attached Ordinance 1879, An Ordinance Amending the 2019 Budget for The City of Omak By Appropriating Additional Expenditures for Plan Check Services, is forwarded for your consideration.

This amendment increases the Plan Check services expenditure from \$1,000.00 to \$20,000.00 to cover cost associated with third party plan reviews. Current expense Ending Fund Balance is reduced by \$19,000.00,

I approve and recommend the passage of this ordinance.

**ORDINANCE NO. 1879**

**AN ORDINANCE AMENDING THE 2019 BUDGET FOR THE CITY OF OMAK BY  
RECOGNIZING ADDITIONAL APPROPRIATING ADDITIONAL EXPENDITURE FOR PLAN  
REVIEW SERVICES**

**WHEREAS**, the City of Omak adopted the 2019 Budget by passage of Ordinance No. 1871 on December 3, 2018; and

**WHEREAS**, the building department needs additional appropriation for third party plan review services; and

**WHEREAS**, said expenditures are not one of the emergencies specifically enumerated in RCW 35A.33.080; and

**WHEREAS**, the City of Omak is desirous of amending its budget pursuant to RCW 35A.33.090.

**THE CITY COUNCIL OF THE CITY OF OMAK DO ORDAIN AS FOLLOWS:**

**Section 1.** Ordinance No. 1871 adopting the 2019 Budget, shall be amended to include changes to the budget as shown in Attachment 'A' of this ordinance.

**Section 2.** This ordinance shall become effective from and after the date of its passage by Council by a vote of one more than the majority of all Councilmembers, approval by the Mayor and publication as required by law.

**PASSED** by the City Council of the City of Omak, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**APPROVED:**

\_\_\_\_\_  
Cindy Gagné, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Connie Thomas, City Clerk

\_\_\_\_\_  
Michael Howe, City Attorney

Filed with City Clerk: \_\_\_\_\_

Passed by City Council:

1<sup>ST</sup> Reading \_\_\_\_\_

2<sup>nd</sup> Reading \_\_\_\_\_

Date Published: \_\_\_\_\_

Date Effective: \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 2019, the City Council of the City of Omak  
passed Ordinance No. 1879

DATED this \_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
Connie Thomas, City Clerk



**2019 BUDGET AMENDMENT ORDINANCE NO. 1879 ATTACHMENT 'A'**

<b>Description</b>	<b>2019 Budget</b>	<b>Revenue</b>	<b>Expenditure</b>	<b>Revised Budget</b>
<b>Current Expense Fund 001</b>				
Ending Fund Balance 001.508.80.00.00	\$ 830,362.86		(\$19,000.00)	\$ 811,362.86
Plan Check services 001.524.20.41.00	\$ 1,000.00		\$19,000.00	\$ 20,000.00
Total Expenditures	\$4,474,080.26			\$4,493,080.26
Airport Fund Total	\$5,305,668.12			\$5,305,668.12

**Current Expense Fund 001**

This Ordinance appropriates an additional \$19,000.00 expenditure in the Current Expense Fund for Plan Check services and reduces Ending Fund Balance by a like amount.